

**DEPARTMENT OF VETERANS AFFAIRS
NATIONAL CEMETERY ADMINISTRATION
MEMORIAL SERVICE NETWORK III**

SOLICITATION NUMBER VA786-13-R-0297

REQUEST FOR PROPOSAL

**PRE-HERBICIDE, POST HERBICIDE, FERTILIZER AND ANT
CONTROL SERVICES**

FORT SAM HOUSTON NATIONAL CEMETERY

FORT SAM HOUSTON, TEXAS

NOTICE TO OFFERORS

PROPOSAL SUBMISSION: Proposals for furnishing supplies or services in the Schedule shall be received at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. **CAUTION—LATE Submission, Modifications, and Withdrawals:** See provision 52.212-1. All offers are subject to all terms and conditions of the solicitation. No faxed or email proposals will be accepted.

SITE VISIT: Offers or quoters are urged and expected to inspect all sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect a one or all sites constitute grounds for a claim after contract award. If you plan to conduct a site visit / inspection of the Fort Sam Houston National Cemetery, **YOU MUST CONTACT** the following personnel to make arrangements:

Pete Young, Cemetery Director, Fort Sam Houston National Cemetery.....(210) 820-3891

Facsimile #(210) 820-3445

MISSING PAGES: It is the responsibility of the offeror to examine this solicitation to verify that he or she has received all pages. In addition, in compiling this package, some pages may have been duplicated. If the offeror feels that pages are missing or duplicated, they are encouraged to contact the Contracting Officer at the telephone number shown in block 7B of the Standard Form 1449, Solicitation/Contract/Order for Commercial Items.

POST AWARD CONFERENCE: Prior to commencement of work, the contract awardee will be required to make an appointment for a conference with the Contracting Officer's Representative (COR) and/or the Contracting Officer to assure that all parties understand all contractual obligations and the role that each party serves.

SET-ASIDE: This project is a 100% Service Disabled Veteran Owned Small Business Set-Aside. In order to be eligible for contract award, prospective offeror's must be registered in www.vetbiz.gov, and must have an active account and be registered in the System for Award Management (www.sam.gov).

SAM: The **System for Award Management (SAM)** is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for the site.

Attachment 7 – Past Performance Questionnaires: The contractor shall send questionnaires to at least 3 clients, and have them complete the questionnaires and send directly back to the Contracting Officer. In addition, the contractor shall complete the list of references and submit it with their proposal. **NOTE:** Questions in response to this solicitation shall be emailed to derek.reed@va.gov.

BEST VALUE: The Government reserves the right to make contract award to other than the lowest priced offeror, and the Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary. Reference FAR Clause 52.212.5 for Evaluation Criterion of Commercial Items. The Government intends on awarding a single contract resulting from this solicitation to the responsible offeror who is eligible under the Service Disabled Veteran Owned Small Business Program, whose offer conforms to the solicitation requirements and represents the best value to the Government, price and other factors considered. The Government will evaluate proposals in accordance with FAR Part 15.3, Source Selection. The best value award decision will be made by the Source Selection Authority (SSA) after considering the Government's Source Evaluation Board's (SEB) assessment of the following factors: Project management and designated project superintendent experiences, staffing approach(es), past performance, and price. In determining best value, the SSA may make trade-off between price and non-cost factors as this allows the Government to accept other than the lowest priced proposal when it is in the Government's best interest to do so. A technically superior proposal may be selected over a technically inferior, but less expensive proposal, only if the technical superiority is deemed worth the additional price premium. The SSA will document the rationale for the best value award decision and any trade-offs made. In all cases, the price must be determined to be complete, reasonable, and realistic. All non-priced factors when combined are significantly more important than price.

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1. REQUISITION NO.	PAGE 1 OF	82
8464-000014		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

B.1 PRICE SCHEDULE OF SERVICES: BLOCK 19 AND BLOCK 20

The contractor's price shall include all plant, labor, tools, parts, equipment, transportation, supervision, and taxes and/or other incidentals needed to perform all work in a manner that will either meet or exceed requirements of the Performance Work Statement. Failure to include or provide prices for all Contract Line Items may render your proposal non-responsive and exclude your firm from consideration of possible contract award.

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 PRICE SCHEDULE OF SERVICES: BLOCK 19 AND BLOCK 20

Base Year: Date of award, thru September 30, 2014					
CLIN	Description				Est.
0001	FERTILIZER AND HERBICIDE APPLICATION SERVICES	Est. Qty	Unit	Unit Price	Total Price
001	Fertilizer Applications. Estimated total of 183.3 acres, applied 3 times, equals a total of approximately 550 acres treated.	550	Acre	\$ _____	\$ _____
002	Pre-Emergent Herbicide Applications. Estimated total of 183.3 acres, applied 2 times, equals a total of approximately 367 acres treated.	367	Acre	\$ _____	\$ _____
003	Post-Emergent Herbicide Applications. Estimated total of 183.3 acres, applied 3 times, equals a total of approximately 550 acres treated.	550	Acre	\$ _____	\$ _____
004	Fire Ant Control Applications. Estimated total of 183.3 acres, applied 2 times, equals a total of approximately 367 acres treated.	367	Acre	\$ _____	\$ _____
		Grand Total Estimated Price For Base Year:			\$ _____

Option Year I: October 1, 2014 thru September 30, 2015

CLIN	Description	Est. Qty	Unit	Unit Price	Est. Total Price
	FERTILIZER AND HERBICIDE APPLICATION SERVICES				
1001	Fertilizer Applications. Estimated total of 183.3 acres, applied 3 times, equals a total of approximately 550 acres treated.	550	Acre		\$ _____
1002	Pre-Emergent Herbicide Applications. Estimated total of 183.3 acres, applied 2 times, equals a total of approximately 367 acres treated.	367	Acre		\$ _____
1003	Post-Emergent Herbicide Applications. Estimated total of 183.3 acres, applied 3 times, equals a total of approximately 550 acres treated.	550	Acre		\$ _____
1004	Fire Ant Control Applications. Estimated total of 183.3 acres, applied 2 times, equals a total of approximately 367 acres treated.	367	Acre	\$ _____	\$ _____
		Grand Total Estimated Price For Option Year One (1):			\$ _____

Option Year II: October 1, 2015 thru September 30, 2016

CLIN 2002	Description	Est. Qty	Unit	Unit Price	Est. Total Price
	FERTILIZER AND HERBICIDE APPLICATION SERVICES				
2001	Fertilizer Applications. Estimated total of 183.3 acres, applied 3 times, equals a total of approximately 550 acres treated.	550	Acres	\$ _____	\$ _____
2002	Pre-Emergent Herbicide Applications. Estimated total of 183.3 acres, applied 2 times, equals a total of approximately 367 acres treated.	367	Acres	\$ _____	\$ _____
2003	Post-Emergent Herbicide Applications. Estimated total of 183.3 acres, applied 3 times, equals a total of approximately 550 acres treated.	550	Acres	\$ _____	\$ _____
2004	Fire Ant Control Applications. Estimated total of 183.3 acres, applied 2 times, equals a total of approximately 367 acres treated.	367	Acre	\$ _____	\$ _____
		Grand Total Estimated Price For Option Year Two (2):			\$ _____

Option Year III: October 1, 2016 thru September 30, 2017

CLIN	Description	Est. Qty	Unit	Unit Price	Est. Total Price
	FERTILIZER AND HERBICIDE APPLICATION SERVICES				
3003					
3001	Fertilizer Applications. Estimated total of 183.3 acres, applied 3 times, equals a total of approximately 550 acres treated.	550	Acres	\$ _____	\$ _____
3002	Pre-Emergent Herbicide Applications. Estimated total of 183.3 acres, applied 2 times, equals a total of approximately 367 acres treated.	367	Acre	\$ _____	\$ _____
3003	Post-Emergent Herbicide Applications. Estimated total of 183.3 acres, applied 3 times, equals a total of approximately 550 acres treated.	550	Acre	\$ _____	\$ _____
3004	Fire Ant Control Applications. Estimated total of 183.3 acres, applied 2 times, equals a total of approximately 367 acres treated.	367	Acre	\$ _____	\$ _____
		Grand Total Estimated Price For Option Year Three (3):			\$ _____

Option Year IV: October 1, 2017 thru September 30, 2018

CLIN	Description	Est. Qty	Unit	Unit Price	Est. Total Price
	FERTILIZER AND HERBICIDE APPLICATION SERVICES				
4004					
4001	Fertilizer Applications. Estimated total of 183.3 acres, applied 3 times, equals a total of approximately 550 acres treated.	550	Acres	\$ _____	\$ _____
4002	Pre-Emergent Herbicide Applications. Estimated total of 183.3 acres, applied 2 times, equals a total of approximately 367 acres treated.	367	Acre	\$ _____	\$ _____
4003	Post-Emergent Herbicide Applications. Estimated total of 183.3 acres, applied 3 times, equals a total of approximately 550 acres treated.	550	Acre	\$ _____	\$ _____
4004	Fire Ant Control Applications. Estimated total of 183.3 acres, applied 2 times, equals a total of approximately 367 acres treated.	367	Acre	\$ _____	\$ _____
		Grand Total Estimated Price For Option Year Four (4):			\$ _____

B.1 SUMMARY TOTALS

	EST. TOTAL
Base Year – date of award thru 9/30/14	\$ _____
Option Year I – 10/1/14 – 9/30/15	\$ _____
Option Year II – 10/1/15 – 9/30/16	\$ _____
Option Year III - 10/1/16 – 9/30/17	\$ _____
Option Year IV - 10/1/17 – 9/30/18	\$ _____
Grand Total (Base + all Option Years):	\$ _____

PRICE SCHEDULE: The Contractor shall furnish all labor, supervision, equipment, materials and supplies necessary to provide Fertilizer, Herbicide and Fire Ant Control Application Services for Fort Sam Houston National Cemetery. The Fort Sam Houston National Cemetery is located at 1520 Harry Wurzbach Road, San Antonio, Texas 78209. Work shall also include but not be limited to protection of facilities, structures, vehicles, and personnel. Work Location is Fort Sam Houston National Cemetery. Hours of operation are Mon thru Fri, 8:00 a.m. thru 4:30p.m., excluding Federal holidays and weekends without internments or activities.

POST AWARD CONFERENCE: Prior to commencement of work, contract awardees is required to make an appointment for a conference with the COR and/or Contracting Officer to assure that all parties understand all contractual obligations and the role that each party serves.

SITE VISIT: Offers or quoters are urged and expected to inspect all sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect a one or all sites constitute grounds for a claim after contract award. If you plan to conduct a site visit / inspection of the Fort Sam Houston National Cemetery, YOU MUST CONTACT one of the following personnel to make arrangements:

Pete Young, Cemetery Director, Fort Sam Houston National Cemetery.....(210) 820-3891

Facsimile #(210) 820-3445

All services described in the Work Statement, including technical specifications, schedules, addenda, clauses, terms and conditions of the contract shall form the complete scope of work. Period of performance is from date of award until 30 September 2014 for the base year with four (4) one (1) year options.

The schedule price shall be all-inclusive, including all labor, equipment, materials, and supplies to complete the Contract Line Item (CLIN(s)).

B.2 CONTRACT ADMINISTRATION DATA:

(Continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00786

Department of Veterans Affairs
Attention: Mr. Derek C. Reed
NCA Contracting Service
155 Van Gordon Street
Lakewood CO 80228

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

[X] 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or
[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []
b. Semi-Annually []
c. Monthly [XX]

4. GOVERNMENT INVOICE ADDRESS:

All invoices from the contractor shall be sent electronically to <http://www.fsc.va.gov>. The Financial Services Center, located in Austin, Texas will only accept the submission of electronic invoices for payment.

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

C.1 52.212-4 Contract Terms and Conditions Commercial Items (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights.

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **Payment.**

(1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) **Prompt Payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) **Interest.**

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) **Final decisions.** The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)

(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]*; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments.

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.60702).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

C.2 52.252-2 **Clauses Incorporated by Reference (FEB 1998)**

<http://www.acquisition.gov/far/index.html> (FAR) and <http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm> (VAAR)

C.3 52.203-16 **Preventing Personal Conflicts of Interest (DEC 2011)**

C.4 52.204-4 **Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)**

C.5 52.217-8 **Option to Extend Services**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of Clause)

C.6 52.217-9 – Option To Extend the Term of the Contract

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 Calendar Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 *days* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 Years, 6 Months.

(End of Clause)

C.7 52.223-2 **Affirmative Procurement of Biobased Products Under Service and Construction Contracts (JUL 2012)**

C.7A 52.223-1 **Biobased Product Certification (DEC 2007)**

C.8 52.223-10 **Waste Reduction Program (AUG 2000)**

C.9 52.223-17 **Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)**

C.10 52.228-5 **Insurance-Work on a Government Installation (JAN 1997)**

(a) *Workers' compensation and employer's liability.* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)

(b) *General liability.*

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) *Automobile liability.* The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

C.11 52.232-18 Availability of Funds

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.12 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION 2012) (AUGUST 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

C.13 52.246-4 Inspection of Services -- Fixed-Price (Aug. 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of Clause)

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C.14 852.203-70 Commercial Advertising (JAN 2008)

C.15 852.203-71 Display of Department of Veterans Affairs Hotline Poster (DEC 1992)

C.16 852.216-70 Estimated Quantities (APR 1984)

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the provision that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

End of Clause)

C.17 852.219-10 VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if—

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(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.18 852.232-72 Electronic Submission of Payment Requests (NOV 2012)

(a) Definitions. As used in this clause-

(1) Contract financing payment has the meaning given in FAR 32.001.

(2) Designated agency office has the meaning given in 5 CFR 1315.2(m).

(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) Invoice payment has the meaning given in FAR 32.001.

(5) Payment request means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) Electronic Payment Requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) Data Transmission. A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

Invoice requirements. Invoices shall comply with FAR 32.905.

(e) Exceptions. If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas;
or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.
(End of clause)

C.19 852.237-70 Contractor Responsibilities (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/ she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Oklahoma. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.20 852.273-74 Award without exchanges (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of provision)

(End of Addendum to 52.212-4)

C.21 52.212-5 Contract Terms and Conditions Required to Implement statutes or Executive Orders Commercial Items (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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- ☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- ☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- ☒ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- ☒ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (11) [Reserved]
- ☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).

- ☐ (24) 52.219–29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219–30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
- ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- ☐ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

- ☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ☒ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
 - ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- | | |
|------------------------------------|---|
| Employee Class | Monetary Wage-Fringe Benefits |
| 11210, Laborer Grounds Maintenance | \$11.41 and \$15.22 W Health and Welfare Benefits |
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
 - ☐ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
 - ☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)
 - ☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 1	Performance Work Statement
Attachment 2	Work Summary and Progress Report
Attachment 3	Site Plan – Fort Sam Houston National Cemetery
Attachment 4	Excerpt from NCA Turf Maintenance Handbook 3420
Attachment 5	Excerpt from NCA Integrated Pest Management (IPM)
Attachment 6	Procedures Handbook 3410
Attachment 7	List of Reference and Past Performance Questionnaire
Attachment 8	Wage Determination No. WD 05-2521, dated June 25, 2013

SECTION E

E.1 52.212-1 Instructions to Offerors-Commercial Items (FEB 2012)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

Part 1 Offer and Bid Schedule. Offerors must submit the following offer documentation.

Offerors shall submit three (3) copies and one (1) original proposal for a total of four (4) proposals submitted. Proposals shall be submitted in two parts (Technical and Price). Binder one (1) shall be labeled "Technical Proposal" and include the following tabbed information:

Binder 1-

Tab 1 - FACTOR 1: Project Management and Project Superintendent Experience Resumes. The offeror shall provide resumes for the proposed project manager and proposed on-site project superintendent, and include specific project site information and capabilities as it pertains to performing pre and post herbicide applications, fertilizer applications, and ant control type services for projects similar in size, scope, and complexity as the solicitation effort. Each resume shall include experiences for projects performed on within the last 3 years from date of the solicitation closing. Resumes must be specific and address the following:

- ✓ Managerial and supervisory experiences with performing pre and post herbicide applications
- ✓ Managerial and supervisory experiences with performing fertilizer applications
- ✓ Managerial and supervisory experiences with performing ant control services
- ✓ Experience with performing same or similar type services for the National Cemetery Administration (NCA), if applicable.
- ✓ Experience with performing same or similar type services for other federal agencies, if applicable.
- ✓ Experience with performing same of similar types of services for the private sector, if applicable. Please include information such as the location of the project, dollar value, and the specific type of work performed.
- ✓ Experience with implementing, maintaining, and performing quality control procedures.
- ✓ Experiences with dealing with unsatisfactory contract performance.
- ✓ Experiences with dealing with customers to resolve problems as they relate to unsatisfactory or marginal contract performance.

Tab 2- FACTOR 2: Staffing: The offeror shall provide a detailed spreadsheet with the proposed number of personnel intended to satisfy all requirements of the Performance Work Statement. As a minimum the contractor shall provide the following:

- ✓ Proposed number of employees.
- ✓ Number of years of experience with performing pre and post herbicide applications/maintenance for key personnel
- ✓ Brief description of roles and responsibilities for proposed employees that will be used to satisfy requirements of the performance work statement.

Tab 3- FACTOR 3 Past Performance: The offeror shall provide past performance references for at least three projects similar in size, scope and complexity. Past performance will be assessed as a measure of the Government's confidence that the contractor will successfully perform the required solicitation effort based on on-going and previous contracts. Offerors are required to have references submit past performance questionnaires directly to the Contracting Officer by no later than the date and time of the solicitation closing. Questionnaires shall be emailed to derek.reed@va.gov or sent to the following address:

The Department of Veterans Affairs
National Cemetery Administration

Attention: Mr. Derek C. Reed, Contracting Officer
155 Van Gordon Street
Lakewood, CO 80228

PART 2 (BINDER 2) - Pricing Proposal.

Tab 1- FACTOR 4: Price- Completed copies of the SF 1449 and Pricing Schedule

Tab 2: Copy of all signed amendments, if applicable.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. Not applicable to this solicitation.

(e) Multiple offers. Offerors are notified that multiple offers or alternate proposals will NOT be accepted in response to this solicitation.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:00 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 4:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) **Multiple awards.** The Government intends to make a **single award** for the administrative support services identified in the solicitation. Offers may not submit a proposal for less than the quantities and services specified.

(i) **Data Universal Numbering System (DUNS) Number.** (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(j) **Central Contractor Registration.** *Not Applicable.*

(k) **Debriefing.** If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

Addendum to FAR 52.212-1

E.2 52.209-5 Representation by Corporations Regarding an Unpaid Tax Liability or a Felony Conviction Under Any Federal Law (Deviation) (MARCH 2012)

E.3 52.209-7 Information Regarding Responsibility Matters (FEB 2012)

(a) **Definitions.** As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

E.4 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE TYPE contract resulting from this solicitation.

(End of Provision)

E.5 52.233-2 Service of Protest (SEPT 2006)

a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 155 Van Gordon Street, Lakewood, Colorado 80228.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

E.6 852.233-70 Protest Content/Alternative Dispute Resolution (JAN 2008)

(a) Any protest filed by an interested party shall:

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester’s representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offers and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.7 852.233-71 Alternate Protest Procedure (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

E.8 852.252-70 Solicitation Provisions or Clauses Incorporated by Reference (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

(End of Provision)

E.9 852.270-1 Representatives of Contracting Officers (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

(End of Addendum to 52.212-1)

E.10 52.212-2 Evaluation-Commercial Items (JAN 1999)

a) The Government will award a contract resulting from this solicitation to the responsible offeror who is eligible under the Service Disabled Veteran Owned Small Business Program, whose offer conforms to the solicitation requirements, and whose offer represents the best value to the Government, price and other factors considered. The evaluation criteria or factors as shown below, and their relative order of importance, shall be used to evaluate offers in order to determine which offer represents the best value to the Government.

(a.1) The Government intends to award one contract to the responsive, responsible Service Disabled Veteran Owned Small Business Concern whose offer represents the best value to the Government for the Pre-Herbicide, Post Herbicide, Fertilizer, and Ant Control Services at Fort Sam Houston National Cemetery as specified in the solicitation.

(a.2) The Government will evaluate proposals in accordance with FAR Part 15.3, Source Selection. The best value award decision will be made by the Source Selection Authority (SSA) after considering the Government's Source Evaluation Board's (SEB) assessment of the following factors as fully described below: Project Management Experience, Key Personnel, Past Performance, and Price. In determining the best value offer, the SSA may trade-off between price and non-cost factors. This allows the Government to accept other than the lowest priced proposal when it is in

the Government's best interest to do so. A technically superior proposal may be selected over a technically inferior but less expensive proposal, only if the technical superiority is deemed worth the additional price premium. The SSA will document the rationale for the best value award decision and any trade-offs made. In all cases, the price must be determined to be complete, reasonable and realistic.

Each offeror's proposal will be evaluated against the factors as described below. The following relative order of importance applies. Past Performance is the most important factor and will be somewhat more important than the remaining non-price factors of Project Management and Key Personnel. All non-cost factors, when combined, are significantly more important than Price. Price will be evaluated for completeness, reasonableness, and realism, but will not be rated.

Factor 3 Past Performance

Past performance will be evaluated as a measure of the Government's confidence in the offeror's ability to successfully perform the requirements of the solicitation based on recent and relevant past performance efforts and the offeror's performance thereto. The Government will consider recent and relevant past performance information identified by each offeror, responses to customer questionnaires regarding the contractor's performance on recent and relevant efforts, as well as any additional information obtained by the Government. Such information may be obtained through (1) Past Performance Information Retrieval System (PPIRS), (2) Federal Awardee Performance and Integrity Information System (FAPIS) required for solicitations issued after 22 April 2010, (3) Questionnaires tailored to the circumstances for this acquisition, (4) through Defense Contract Management channels, (5) through interviews with Program Managers, Contracting Officer Representatives and Contracting Officers or (6) other known sources to the Government. The Government will consider the past performance of the prime and any proposed subcontractor or team arrangement in determining the past performance of the offeror for purposes of this solicitation.

In terms of determining the recency of the past performance, the effort must currently be on-going or have been completed within the last three years from date of closing of this solicitation. In terms of determining the relevancy of each past performance effort, the following definitions apply.

Highly Relevant (HR)	Past performance effort involved <u>essentially the same size, scope, and complexity</u> of effort as the solicitation requirements.
Relevant (R)	Past performance effort involved <u>much of the same size, scope, and complexity</u> of effort as the solicitation requirements.
Somewhat Relevant (SR)	Past performance efforts involved <u>some of the same size, scope and complexity</u> of effort as the solicitation requirements.
Not Relevant (NR)	Past performance efforts <u>did not involve any of the size, scope and complexity</u> of effort as the solicitation requirements.

After considering recency and relevancy of work efforts along with how well the offeror performed under the work efforts, an overall Past Performance Confidence Assessment rating will be assigned for each offeror. The following definitions apply.

High Confidence	Based on the offeror's performance record, <u>essentially no doubt exists</u> that the contractor will successfully perform the required effort.
Significant Confidence	Based on the offeror's performance record, <u>little doubt exists</u> that the contractor will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's performance record, <u>some doubt exists</u> that the contractor will successfully perform the required effort.
Little Confidence	Based on the offeror's performance record, <u>substantial doubt exists</u> the contractor will successfully perform the required effort.
No Confidence	Based on the offeror's performance record, <u>extreme doubt exists</u> that the offeror will successfully perform the required effort.
Neutral/Unknown Confidence	No relevant performance record is identifiable.

Note: If an offeror does not have any recent and relevant past performance, that offeror will receive an overall past performance rating of "Neutral/Unknown Confidence" meaning that no relevant performance record is identifiable.

Factors 1 and 2: The following adjectival ratings apply for factors 1 and 2.

Excellent	The offeror demonstrates excellent understanding of requirements and approach that significantly exceeds performance or capability standards. One or more significant strengths have been identified which will significantly benefit the Government. One or more minor weaknesses may be identified. No deficiencies.
Good	The offeror demonstrates good understanding of requirements and approach that exceeds performance or capability standards. One or more strengths have been identified which will benefit the Government. One or more minor weaknesses may be identified. No deficiencies.
Acceptable	The offeror demonstrates acceptable understanding of the requirements and approach that meets performance or capability standards. Any strengths identified are not considered of significance. One or more weaknesses may be identified. No deficiencies.
Shallow	The offeror demonstrates shallow understanding of requirements and approach that only marginally meets performance or capability standards necessary for minimal but acceptable contract performance. One or more significant weaknesses may be identified. No deficiencies.
Unacceptable	Fails to meet performance or capability standards. Requirements can only be met with major changes to the proposal/offer. One or more significant weaknesses may be identified. One or more deficiencies identified.

Factor 4 Price

a) Offeror's proposed prices will be evaluated for completeness, reasonableness, and realism. Completeness will be determined based on the offeror submitting prices for all elements shown in the Schedule. Reasonableness will be determined based on 1) comparison of other offers received; 2) comparison of proposed prices with the independent government cost estimate; 3) comparison of proposed prices with historical information. Realism will be reviewed to the extent the offeror has proposed a skill mix necessary to satisfy requirements of the performance work statement given their proposed approach. Prices that are determined not to meet price realism analysis will not be further considered.

b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.11 52.212-3 Offeror Representations and Certifications Commercial Items (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is

incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website access through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(11) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) *Previous contracts and compliance.* The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____

_____	_____
_____	_____

[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
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_____	_____
-------	-------

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products* (Executive Order 13126).

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) **Prohibition on Contracting with Inverted Domestic Corporations**

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

Attachment 1

PERFORMANCE WORK STATEMENT

1. GENERAL INFORMATION AND REQUIREMENTS (1.0)

1.1. THE NCA MISSION

The National Cemetery Administration honors veterans with a final resting place and lasting memorials that commemorate their service to our Nation. National cemeteries are national shrines. The standards of maintenance, appearance and operational procedures performed by the Contractor at this cemetery shall reflect this nation's concern for those interred there. For this reason, the Contractor's strict adherence to the specifications shall be required and shall be essential.

1.2 OUTLINE OF SERVICES

Except where otherwise stated the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation , and other items necessary to provide the service outlined below and described in this Work Statement.

1.3 PROJECT LOCATION(s)

The services shall be performed at the following location(s):

Fort Sam Houston National Cemetery
1520 Harry Wurzbach Road
San Antonio, Texas 78209

1.4 CONTRACT DEFINITIONS/ACRONYMS

Business Hours & Days of Operation: Normal cemetery business hours/days of operation are 8:00AM to 4:30PM, Monday through Friday, excluding Federal Holidays.

Contracting Officer (CO): VA official with the authority to enter into, administer, and/or terminate contracts. The Contracting Officer shall delegate one or more representatives to serve as the Contracting Officer's Representative (COR). All administrative functions remain with the VA Contracting Officer.

Contracting Officer's Representative (COR): VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. COR responsibilities include certification of invoices, placing orders for service, providing technical guidance to the Contractor and overseeing technical aspects of the contract.

Cemetery Director (Administrator/Management Official): The Cemetery Director is the VA Official responsible for day-to-day oversight of a National Cemetery, including burying veterans and eligible family members, and maintaining cemetery grounds as a national shrine. The Cemetery Director and/or designee (hereon referred to as COR) are responsible for contract oversight.

Contractor: The term "Contractor" as used herein refers to the prime Contractor, his/her employees, and any subcontractors and their employees. The Contractor is responsible for assuring its employees and subcontractors comply with all contract terms, conditions and provisions.

National Cemetery Administration (NCA) Operational Standards & Measures: Provides standards for performance in the key cemetery operational areas of interments, grounds maintenance, headstones, markers and equipment & facilities maintenance. A copy of NCA Operational Standards shall be provided to the Contractor by the COR.

NCA Turf & Landscape Handbook 3420: An excerpt from Handbook 3420 is provided in Appendix C. Only the "Mowing/Trimming/Edging" portions indicated in the handbook shall apply to this contract.

NCA Integrated Pest Management Procedures Handbook 3410 – An excerpt from Handbook 3410 is provided in Appendix D. Only the “Weed Control in Turf grass Areas” portions indicated in the handbook shall apply to this contract.

2. MANAGEMENT AND ADMINISTRATION

The Contracting Officer shall designate a representative to serve as the Contracting Officer’s Representative (COR) to act for him/her in furnishing technical guidance and advice or generally directing the work to be performed under the contract. Such designation shall be in writing and shall define the scope and limitations of the COR’s authority. A copy of the designation(s) shall be furnished to the contractor at award.

The COR may direct and arrange the Contractor’s work schedule in specific areas of the cemetery to coordinate with daily cemetery activities and operations.

The Contractor shall provide the COR with detailed schedules no later than the Friday before the following week of any application. The Contractor shall be required to report on a daily basis to the Cemetery Director or the COR at the main office of the National Cemetery. Contractor shall log in and obtain funeral and or special schedules. This check in is mandatory.

All administrative contract functions are the responsibility of the VA Contracting Officer. Any modifications to the contract, including those involving no-cost changes, increases and decreases in cost or level of services provided, termination or extension of the contract (in part or in whole) and decisions concerning claims or disputes, must be authorized in writing by the Government Contracting Officer.

The Contractor shall provide a “Site Manager” who shall be on-site at all times during contract performance. The Site Manager must be able to speak and understand English. The Site Manager shall be responsible for the following:

- Directing, overseeing and coordinating the work involved.
- Staying abreast of all upcoming cemetery functions including special holiday events and interment activities.
- Ensuring that contract work does not cause any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.
- The Site Manager shall re-direct work throughout the rest of the Cemetery so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COR may then do so.
- Communication with the COR (or designee) is required. Burial activities at NCA shall take precedence over contract work activities. Work activity and noise cannot disturb burial services. Trucks and workmen are prohibited from passing through the service area during this period.
- Note: To cause the least possible interference with cemetery activities, contract personnel shall stop (cease) all work in areas where burials are taking place. As a general "rule-of-thumb", work should not take place within 1,000 feet of an ongoing committal service or ceremony.
- Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract shall require maximum coordination between the Government and the Contractor. The Government shall provide, at the time of contract award, a list of Government personnel authorized to act as COR.

2.1 INSPECTION & MONITORING PROCEDURES

A record keeping system of Contractor work performance shall be established and implemented by the VA COR for the services involved. The COR shall inspect all work performed and submitted by the Contractor for acceptance. The Government reserves the right to reject any work that does not meet contract specifications. Work rejected by the COR shall be re-performed without cost to the Government.

Progress Report: On a per application basis, the Contractor shall provide a written progress report to the COR of all work completed at the cemetery location (see Attachment A). If there are problems or issues adversely affecting progress of the work involved, a detailed explanation shall be indicated on the report.

Payment: The Contractor shall submit a monthly invoice in arrears for all services rendered. Prior to certification of payment, invoices shall be verified by the COR for accuracy.

Federal Holidays: All work required under this contract shall be performed during normal cemetery hours of operation. Work is normally not conducted on Federal holidays. The following is a list of all Federal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

2.2 CONTRACTOR RESPONSIBILITIES

The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Inclement weather - other than prolonged snow cover, shall not be considered an excusable delay in meeting specifications. The government expects the Contractor to work through all weather conditions and to apply additional labor and equipment as necessary to meet deadlines.

Damage to Government Property:

The Contractor (including his or her employees, subcontractor, consultants or the like) shall be responsible for replacement of any contractor damaged cemetery structures, to include: turf, trees, beds, curb, road pavement, headstones or markers, monuments, valve boxes, grid monument control markers, sprinkler heads, flower vases, which are chipped, marred, damaged and/or ruined at the fault of the Contractor. Contractor shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed Contracting Officer Representative (COR) prior to repair/replacement/installation.

At the Government's discretion, the Contractor shall either repair or replace the property, or reimburse the Government the full amount for all property damage(s).

Contractors shall be responsible for, and advise the COR when cleaning any performance. The Contractor shall wash-down with water all soiled or stained cemetery structures that are soiled or stained as a result of contractor's structures at the end of each work day. No unapproved chemicals are to be used at any time on Government property.

Cooperation with other Contractors: The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with other Contractors and with Government employees.

The Contractor shall not operate trucks, tractors, or other heavy equipment on any turf areas except as provided in this contract or as authorized by the COR. The Contractor shall be responsible for repairing turf damage caused by the Contractor regardless of weather conditions, and at no additional cost to the government.

The Contractor shall be responsible to ensure all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. Furthermore, the contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, wetlands, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.

Matters related to safety, and any actions of the Contractor shall meet all safety requirements of the Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements.

The Contractor shall provide adequate safety warning devices, barricades and cover boards, etc., at all work sites to eliminate hazards from public visitors and cemetery employees at no additional cost to the government.

At the end of each day, the Contractor shall remove all debris from the cemetery site. At all times, rubbish and trash generated by the Contractor shall be kept clear of vehicular and pedestrian traffic throughout the site. Debris, trash, rubbish, and non-useable material resulting from the work under this contract shall be disposed of off cemetery property by the Contractor. If the Contractor provides his/her own refuse facilities, these shall only be located in the COR approved "Storage Area".

The Contractor shall possess and maintain all necessary insurance, licenses and permits required for contract performance. Contractor is responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the state where contract is performed.

Reporting "on-the-job" Injuries: The Contractor is required to report all "on-the-job" injuries incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor shall notify the COR (either orally or via telephone) within twenty-four (24) hours of the injury and provide details and exact location of the incident. This shall be followed up by a written notice to the COR. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

The Contractor shall, under regulations prescribed by the Contracting Officer or COR, use only established roadways. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage.

The Contractor shall keep roads, walks and entrances to grounds, buildings and parking clear of equipment, materials, debris, and other vehicles at all times. At least one lane must be open to traffic at all times.

Spill Prevention, Containment, and Clean-up: The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with all applicable Federal, State, and Local laws and regulations or otherwise stated herein, and the facility's spill control plan at no cost to the Government.

2.3 INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

Workers' compensation and employers' liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

General Liability: \$500,000.00 per occurrences.

Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

2.4 STANDARDS OF EMPLOYEE CONDUCT

Contractor and Contractor personnel are required to adhere to the following standards of dress and conduct while performing work in the National Cemetery. It shall be subject to immediate enforcement action by the Contracting Officer if these standards are not adhered to during the period of performance of this contract. These standards and regulations are enforceable under Title 38, U.S.C. Section 218. Contractor and Contractor Personnel –

Shall be fully clothed at all times, to include long slacks or pants and shirt, buttoned up from neck to waist. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related that day. T-shirts and/or tank tops as outer garments are prohibited. Shoes/boots shall have no holes or loose soles. Steel-toed shoes shall be required in accordance with OSHA. Contractor employees shall maintain personal hygiene.

Contractor personnel shall not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at anytime on Government premises. Playing radios and/or electronic games/devices shall only be done at lunchtime and in a designated break area. Due to the sensitive mission of the cemetery, Contractor employees shall come into daily contact with grieving individuals, therefore Contractor employees shall exercise and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to Government cemetery staff. Gratuities of any kind are strictly prohibited.

Contractor personnel shall consume food and beverage only within areas designated by the COR(s). Intoxication, and violence or criminal acts of any kind shall not be tolerated - and is cause for immediate removal from Government property. Use or sale of intoxicating beverages and/or drugs is strictly prohibited, and use of tobacco products is only allowed in specific areas designated by the COR. SMOKING is not permitted in any buildings within the National Cemetery. This restriction includes offices, restrooms, stairwells, entrances, exits or any other public area. Smoking is also prohibited on gravesites and the columbaria sites.

Contractor personnel shall only take breaks/rest periods and lunch breaks at the Contractor Staging Area, not in the field. Workers shall utilize contractor provided temporary chemical toilet facilities located only in the Contractor Staging Area. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

Contractor personnel shall park only in the COR approved "Contractor Staging Area" identified for this project. Workers are not allowed to park throughout the cemetery grounds, and violation of this requirement shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items shall be placed or leaned on headstones or monuments.

Contractor personnel are subject to rules of the Cemetery applicable to their conduct.

2.5 USE OF CEMETERY FACILITIES

The Government shall not be responsible for any loss, damage, or theft of Contractor items, nor shall free telephone service be provided. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Department of Veterans Affairs facilities used by Contractor's employees.

STORAGE AREA: Based on availability of space, and at the discretion of the COR, a limited storage area may be provided. Space offered shall be in "as-is" condition. Prior to making any modifications or alterations to the space, Contractor shall obtain written approval from the COR. Any such modifications or alterations shall be at the expense of the Contractor. Upon completion of the contract, the facility shall be returned to the government in the same condition as received, at the expense of the Contractor, except for reasonable wear and tear. The government is not responsible for any costs associated with repairing or replacing Contractor(s) property while on cemetery property.

The Government shall not provide the Contractor with any fuel storage, equipment or telephones. If available, electric and/or utilities at the designated work and storage areas may be provided for purposes of contract performance only. The Contractor shall take adequate safety precautions to prevent hazardous product spills, fire hazards, odors and unsanitary conditions.

If space is provided, only the Contractor's equipment, supplies and property necessary to perform work under this contract shall be stored at the Contractor's designated storage area. No maintenance or repair of Contractor equipment shall be done on cemetery property without the COR's approval.

The contractor shall provide portable chemical toilets for use by workmen as necessary to comply with OSHA requirements. These portable toilet facilities shall be kept clean and free of excessive odors, insects, etc. Locate portable toilet facilities in the COR approved storage area only. It shall not be permissible to locate portable toilet facilities in any other locations throughout the cemetery. Use of the permanent cemetery toilet facilities by workmen is strictly prohibited throughout the duration of this contract.

2.6 SUPERVISION & TRAINING:

The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required.

The Contractor shall remove employees for cause, to include, but not limited to, misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government.

The Contractor is responsible for safety/precaution training of Contractor's employees performing work under this contract. OSHA standards shall be observed by the Contractor in all work performed. Appropriate safety equipment shall be furnished by the Contractor to Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices.

3. TECHNICAL SPECIFICATIONS: GROUNDS MAINTENANCE –WEED CONTROL/FERTILIZATION

3.1 SCOPE: The Contractor shall be responsible for fertilizer and herbicide applications on all improved turf within the Cemetery. All improved turf shall be maintained in the same manner as a high quality residential lawn under contract from a professional lawn maintenance service.

3.2 NCA STANDARDS:

Standard 2.1a: 100% of visually prominent areas are generally weed-free. Generally weed free: Population of weeds is very widely scattered and visually insignificant when the total expanse to the cemetery turf grass is observed. They in no way distract from the visual attractiveness of the landscape (page 34 – NCA Operational Standards and Measures).

3.3 EQUIPMENT:

The Government shall not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft, etc. while on site.

3.4 FERTILIZATION PROCEDURES:

The fertilizer program shall consist of three applications per year according to the following schedule:

Application #1 – Spring – upon order and approval of the COR, after turf has emerged from winter dormancy, has new green flush growth, and has been mowed 1 to 2 times. This is usually in the March-April time period.

Application #2 – Summer – upon order and approval of the COR- usually in the May-June time period.

Application #3 – Fall – upon order and approval of the COR – usually in the August-September time period.

The fertilizer shall be a 3-1-2 or 4-1-2 ratio (N-P-K) complete fertilizer with 30% to 50% slow release nitrogen. The current formulation used at Fort Sam Houston NC is a 21-7-14. The fertilizer shall contain micro nutrients. The fertilizer can be a different analysis than 21-7-14 as long as it is approved by the COR and MSN Agronomist prior to application.

All fertilizer applications shall only be applied after being ordered by the COR. The contractor shall schedule to apply fertilizer on the days ordered and agreed to by the COR.

The fertilizer shall be applied according to the manufacturer's instructions. The fertilizer shall be applied at a rate to achieve 4 to 5 pounds of N (nitrogen) per 1000 square feet per year.

The fertilizer application equipment shall be correctly calibrated and the application made to achieve a uniform distribution of the fertilizer throughout the application area.

The contractor shall ensure that the fertilizer is properly watered in by coordinating the watering schedule with the COR.

The contractor shall make sure that all headstones, flat markers, monuments, sidewalks, patios, and other like surfaces are free of fertilizer granules immediately after the application and before watering in of fertilizer occurs. This shall aid in avoiding staining of surfaces.

The contractor shall be responsible for removal of any staining, marking, of headstones, flat markers, monuments, sidewalks, patios, and other like surfaces that occurs as result of a fertilizer application made by the contractor.

The contractor shall schedule the fertilizer application with the COR and only apply once given approval by the COR. The contractor shall give the COR a minimum one week notice prior to application.

3.5 HERBICIDE TREATMENT PROCEDURES (reference Attachment D)

The herbicide program, in general, shall consist of two (2) pre-emergent herbicide applications and three (3) post-emergent herbicide applications per contract year. These applications shall be applied in such a manner as to bring about the total control of all broadleaf and grassy weeds in the improved turf areas of the cemetery. The table below serves as a guideline for when the herbicide applications shall be made:

General Schedule for Herbicide Applications

Pre-Emergent Application #1	Late Winter/Early Spring –exact timing of application based on soil temperature and weather conditions. Prior approval from COR required before application.
Pre-Emergent Application #2	Late Summer/Early Fall – exact timing based on soil temperature and weather conditions. Prior approval from COR required before application.
Post-Emergent Application #1	Early Spring/Mid Spring – exact timing based on weed development. Prior approval from COR required before application.
Post-Emergent Application #2	Early Summer/Mid Summer – exact timing based on weed development and residual period of Post-Emergent Application #1. Prior approval from COR required before application.
Post-Emergent Application #3	Late Summer/Fall – exact timing based on weed development and residual period of Post – Emergent Application #2. Prior approval from COR required before application.

The contractor shall be responsible for any and all repeat, follow-up, and/or spot spray herbicide applications, as needed between scheduled sprays, to control and maintain a generally weed free cemetery. These repeat, follow-up, and spot spray treatments shall be provided at no additional charge to the government.

The herbicides used by the contractor shall be specifically labeled for control of weeds in the Bermuda and any other types of turf at the Fort Sam Houston National Cemetery. The Cemetery turf is pre-dominantly Hybrid Bermuda.

The herbicide applications shall be applied directly by or under the supervision of a current commercially licensed Texas Certified Pesticide Applicator. All applications shall be performed as per the Rules and Regulations of the Texas Department of Agriculture and/or the Texas Structural Pest Control Board, whichever has jurisdiction over the contractor's applicator.

The contractor shall contact the COR, in writing, for permission to spray at least five (5) business days in advance of each and any application. The COR shall coordinate each spray application with the contractor. The contractor shall be responsible for the proper timing of each application so that the highest resulting weed control for that application shall be attained.

The COR shall order each application as needed, and the Contractor shall coordinate the application date and time with the COR. The Contractor shall coordinate the application date and time with the COR within three business days of receiving the order.

The Contractor is responsible for specifically following all label directions on the bag/container of herbicide at all times. This includes, but is not limited to, all safety, mixing, weather conditions, and application directions and information.

The Contractor shall always mix and apply herbicide so as to provide optimum control of target weeds, according to label directions.

The Contractor shall provide to the COR, in writing, a list of all herbicides, mixes, and related surfactants or other chemicals, along with the amount of product per acre, percentage of solution, and/or application rate per 1000 square feet (and/or per acre), prior to any and all applications being performed. The Contractor shall also provide the COR with a copy of the label for any and all herbicides and other chemicals or surfactants, prior to any and all applications being performed. The Contractor shall NOT begin any application without providing this information to the COR, and obtaining the approval of the COR to proceed.

A written record of the application shall be delivered to the COR immediately following the application, whether completed or not, before leaving the cemetery on the day of any application. The written record shall show the name of the company and the names and titles of the company's staff that performed the application. The written record shall show all areas treated, the chemicals used, and the temperature and the average wind speed during the time of application.

All contractor personnel shall be properly clothed and wearing proper safety equipment during any and all applications.

All mixing of chemicals and filling of tanks shall be performed off site or only in an appropriate area of the cemetery as determined and directed by the COR.

Performance of work shall not impede nor disturb any burial or memorial service, or burial operation at any time. As a general "rule of thumb" work should not take place within 1000 feet of a committal shelter during a service, or during a ceremony in the cemetery.

The Contractor shall coordinate with the COR any watering requirements to activate chemicals, as needed. The Cemetery shall schedule and perform this watering requirement.

3.6 FIRE ANT CONTROL TREATMENT PROCEDURES

Fire Ant Control

Contractor shall make two (2) applications of a broadcast treatment for native and imported fire ant control per contract year. Each treatment shall cover all turf areas within the perimeter boundaries of the National Cemetery site. These applications shall be performed upon order of the COR. One (1) broadcast application shall be performed in spring, and One (1) broadcast application shall be performed in Late Summer/Early Fall.

The Contractor shall apply a broadcast granular type Fire Ant Control bait product containing the following two (2) active ingredients:

- Hydromethylon – for quick kill of worker ants
- Methoprene – an IGR (insect growth regulator) that the worker ants shall feed to the queen for sterilization of egg production

The product used to accomplish fire ant control that contains these two active ingredients shall be the brand name Extinguish Plus (manufactured by Wellmark International) or similar product that is acceptable by the COR and the MSN III Agronomist.

The Contractor shall make any repeat applications or spot treatments as deemed necessary by the COR to achieve control of fire ants in the National Cemetery at no additional expense to the government.

The Contractor shall follow all label directions in the use of any pesticide products.

The Contractor shall abide by all Rules and Regulations in mixing, loading, and applying pesticide as set forth by the Texas Department of Agriculture.

The applicator shall be a Licensed Pesticide Applicator as regulated by the Texas Department of Agriculture and any other applicable state agency.

A written record of the application shall be delivered to the COR immediately following the application, whether completed or not, before leaving the cemetery on the day of any application. The written record shall show the name of the company and the names and titles of the

company's staff that performed the application. The written record shall show all areas treated, the chemicals used, and the temperature and the average wind speed during the time of application.

ATTACHMENT 2- Work Summary and Progress Report

WORK SUMMARY & PROGRESS REPORT		Period Covered:	From: _____	To: _____
<u>Cemetery Location:</u> FORT SAM HOUSTON NATIONAL CEMETERY		<u>Contractor:</u> _____ _____ _____ _____ _____ _____		
<u>Project Title: Cemetery Fertilizer, Herbicide Application and Fire Ant Control Services</u>				
<u>Contract No:</u> _____				
<p>Inspection / Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights—</p> <ol style="list-style-type: none"> 1. Within a reasonable time after the defect was discovered or should have been discovered; and 2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. 				

WORK COMPLETED & SUBMITTED FOR ACCEPTANCE*(This form is not to be used as an Invoice)*

1	Fertilize turf	Quantity / Unit:	► _____ / Acres
		Date Completed:	
2	Pre-Emergent Herbicide application	Quantity / Unit:	_____ / Acres
		Date Completed:	
3	Post-Emergent Herbicide application	Quantity / Unit:	_____ / Acres
4	Fire Ant Control application	Quantity / Unit:	_____ / Acres
		Date Completed:	

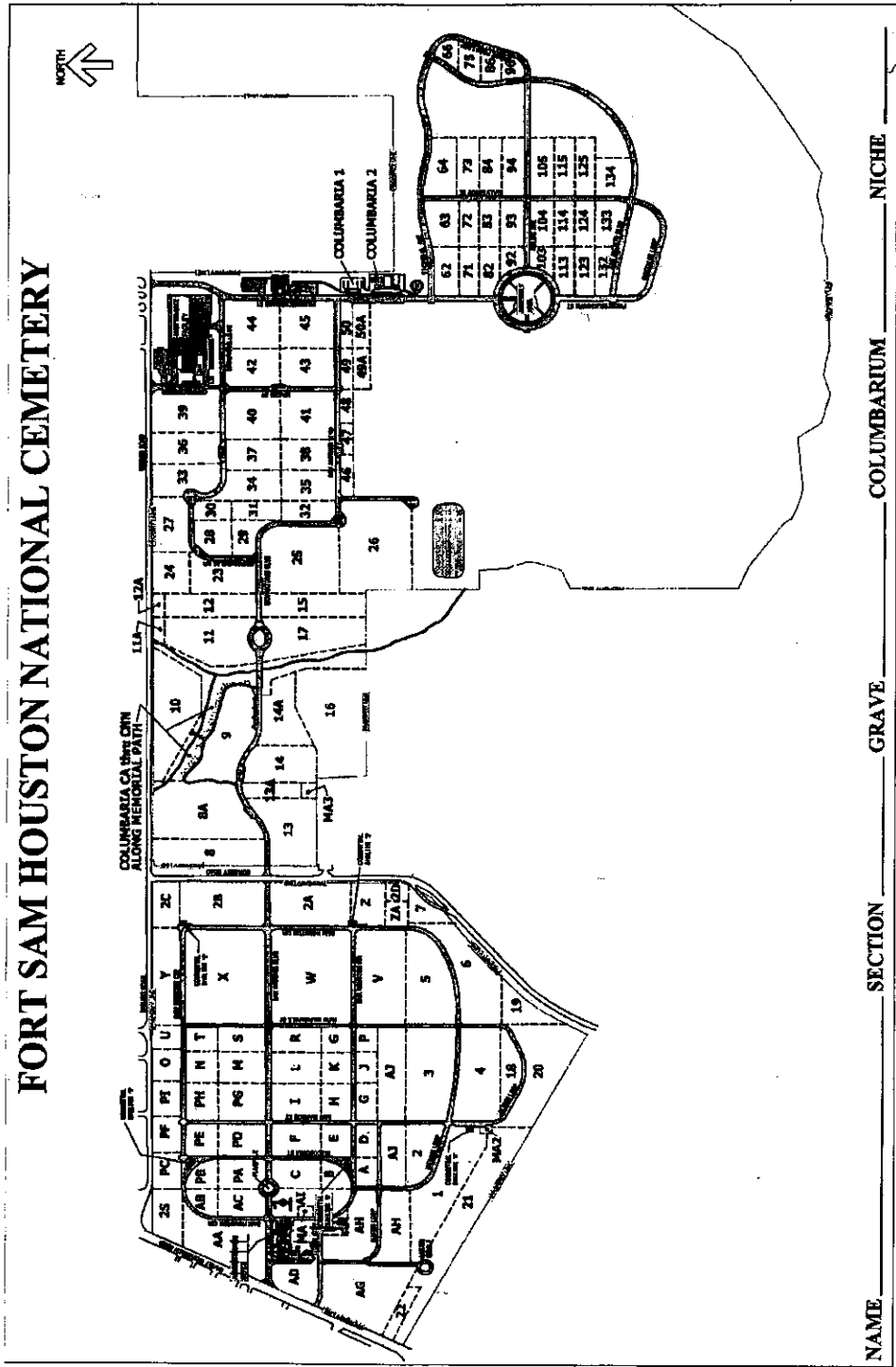
Report below any circumstances which may have adversely affected work progress such as weather, turf conditions, strikes, delays by the Government, etc.

<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>			
<u>Signature of Contractor:</u> _____	<u>Date Signed</u> _____	<u>Signature of Cemetery Director / COR</u> _____	<u>Date Signed</u> _____

Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.

Duplicate Form as Necessary

ATTACHMENT 3 - SITE PLAN



ATTACHMENT 4

Excerpt from NCA Handbook 3420
Turf grass Maintenance in VA National Cemeteries

DEFINITIONS

a.i. - Active Ingredient. Refers to the percent by weight of active ingredient content in a pest control product.

Aerification (core or slice) - The process of cultivating an established stand of turf grass without destroying that stand, using specialized tools to remove small cores of soil, or slice grooves in the soil surface, to relieve soil compaction and improve soil aeration.

Blue Tag-certified seed - Commercially-grown seed that adheres to specific standards of quality and is certified to be true to genetic identity and type by individual State agencies responsible for ensuring seed quality.

Cool Season Turf grass - A turf grass species adapted to cool, humid climatic regions. Kentucky bluegrass, fine fescue, perennial ryegrass, tall fescue, and bentgrass are the most widely used examples.

Evapotranspiration - The loss of plant water from the combined forces of surface evaporation and metabolic transpiration.

Generally Free of Bare Areas - The presence of bare ground is very widely scattered and visually insignificant when the total expanse of the cemetery turf grass is observed. The presence of bare ground in no way distracts from the visual attractiveness of the landscape.

Generally Weed Free - The population of weeds is very widely scattered and visually insignificant when the total expanse of the cemetery turf grass is observed. The weeds in no way distract from the visual attractiveness of the landscape.

Glyphosate - The common or generic name of the active ingredient contained in the non-selective herbicide known as Roundup.

Low Visual Impact Areas - Includes areas used for soil spoils, not used at all, or viewed at considerable distance.

Medium Visual Impact Areas - Includes non-burial areas adjacent to secondary roads, areas adjoining the memorial path, or areas adjacent to the maintenance building/yard.

Non-selective Herbicide - An herbicide that kills most plants on contact. Glyphosate (trade name Roundup) is the most widely used example.

Over-seeding - Spreading turf grass seed over the top of an existing stand of turf grass for the purpose of increasing its density. Usually necessary when turf grasses have been thinned due to injury from various pests or overuse.

Power Rake - A motorized device used to remove thatch from an established stand of turf grass. The rake has steel tines that rotate at high speed and rip through the thatch layer.

Sod Quality Seed - An elite grade of certified seed that meets exceptionally rigid standards of purity and quality used to establish turf grass stands for commercial sod production.

Vertical Mower - A mowing/turf grass renovation device with rigidly mounted steel blades that slice through the turf grass canopy perpendicular to the soil surface.

Verticut - The process of slicing through the turf grass canopy perpendicular to the soil surface.

Visually Prominent Areas - Includes areas near interment sections, committal service shelters, columbaria, flagpole/assembly area, public buildings, and entrance gate; areas adjacent to the main entrance road; and primary roads/routes to committal service shelters.

Warm Season Turf grass - Turf grass species adapted to warm, humid climatic regions. Bermuda grass, zoysiagrass, St. Augustine grass, and bahiagrass are the most commonly used examples.

Windrows - Excessive accumulations of grass clippings deposited in rows during mowing operations (usually when mowing frequency is inadequate).

SECTION III – TURFGRASS MAINTENANCE

The following maintenance operations should be performed routinely to achieve a high quality stand of turf grass: mowing and trimming, fertilization, irrigation, aerification, thatch removal, and pest control.

1. MOWING/TRIMMING/EDGING

a. Mowing:

(1) It is important to remember that mowing turf grasses stresses the plants. Most common turf grass species can produce a healthy dense stand of turf grass when routinely mowed at a height and frequency best suited to the specific growth characteristics of each type. For best results:

- Keep mower blades sharp at all times. Start each mowing cycle with newly sharpened blades
- Never remove more than 1/3 of the total leaf surface length in a single mowing
- Alternate the direction of mowing where possible. When mowing between rows of headstones, begin each mowing cycle at a point that shall ensure that each row is mowed in the opposite direction from the previous cycle
- Remove clippings only if mowing interval has been lengthened due to uncontrollable environmental factors, and excess clippings result
- Maintain a height of cut recommended for the type of turf grass (i.e., 2.5 to 3.0 inches for cool season turf grasses, 1-2 inches for Bermuda grass, 2-3 inches for St. Augustine grass)

(2) Cemetery areas are normally split into visually prominent areas, medium visual impact areas, and low visual impact areas (see Definitions in Section I). Place special emphasis on mowing the visually prominent areas near front entrance, office, flag pole circle, committal shelters, and interment areas. Mow other areas when ground conditions permit. Mower operators should report any sunken graves or turf grass area(s) in need of repair and inform the supervisor. The supervisor shall give directions for refill or renovation actions.

(3) Mowing equipment should be kept 6 to 12 inches from upright headstones. Mowing equipment can mow over the top of properly set flat markers.

b. Trimming/Edging:

(1) Turf grass within 6 to 12 inches of upright headstones, monuments, etc., shall be trimmed to the recommended mowing height using line-type trimmers. Each trimmer shall be fitted with an anti-scalping device and used only with the device properly attached. Flat markers shall be edged using appropriate edging equipment.

(2) There should be no windrows; no clippings left on walks, headstones, markers, streets, etc. There should be no damage to headstones or markers, monuments, surrounding vegetation (trees/shrubs), or structures.

(3) A complete trimming and/or edging cycle may take twice as long as a single mowing cycle.

ATTACHMENT 5

Excerpt from NCA Handbook 3410
Integrated Pest Management (IPM) Procedures for VA National Cemeteries

APPENDIX E – WEED CONTROL IN TURFGRASS AREAS

1. BACKGROUND

a. A weed is a plant growing where it is not wanted, or essentially, a plant out of place. Weed encroachment into an established turf usually results when the turf has become weak and thin due to environmental stress, damage by pests and diseases, improper cultural practices, or intense wear from foot or vehicle traffic. Weed control is the process of limiting a weed infestation so that turf grass can grow properly. Weed control practices are not effective on a long-term basis unless the original cause of weed encroachment is corrected. When properly maintained, warm- and cool-season turf grasses are highly competitive with weeds. Providing ideal agronomic conditions is the preferred method for managing weeds in turf grass. When weed populations exceed NCA standards of appearance, chemical weed control can be practiced. There are two types of herbicides to control weeds.

(1) **Pre-emergence herbicides** are applied prior to weed germination and are used for the control of crabgrass, goosegrass, annual bluegrass, and certain annual broadleaf weeds. Pre-emergence herbicides are usually applied to the entire turf grass area to rid it of broadleaf weeds.

(2) **Post-emergence herbicides** are applied after the weed has germinated and is growing, and are generally used to control weeds not controlled by a pre-emergence herbicide. Post-emergence herbicide can be applied on a "spot-treatment" or "as-needed" basis directly to the weed infestation. Weed species vary in their susceptibility to herbicides. The most important factor in selecting a post-emergence herbicide is the tolerance of the turf grass to the herbicide.

b. Correct weed identification is necessary to select an appropriate herbicide. The herbicide label should contain information about what weeds can be controlled. Timing of application is important, for example, certain herbicides can only be applied to Bermuda grass when the grass is dormant.

***NOTE:** Proper storage requirements and safe handling and application procedures must be adhered to at all times for all herbicides. All chemical herbicides must be applied by a State licensed applicator. Records must be kept of the day, time, weather, name of product applied and manufacturer, and quantity used, as specified in Section IV of this handbook.*

2. SELECTIVE BROADLEAF WEED CONTROL

a. **Cultural Practices:** The best way to avoid broadleaf weeds in turf grass stands is by producing a healthy, vigorous, dense stand of the desired turf grass species. Using appropriate cultural practices shall reduce the need for chemical control measures (see current NCA Handbook 3420 – Turf grass Maintenance in VA National Cemeteries, for detailed information on these practices).

(1) The most common cultural control technique is routine mowing, as only a limited number of broadleaf weed species can tolerate frequent mowing. However, many of the species that can tolerate frequent mowing are difficult to control and quite competitive once established. The most difficult species of broadleaf weeds to deal with in turf grass are those that have a low, spreading growth and can tolerate the mowing heights commonly employed for turf grasses. Some of the most troublesome are clover, black medic, wild violet, ground ivy, knotweed, prostrate spurge, veronica, and chickweed.

(2) Other cultural practices that have a significant impact on weed encroachment are fertilization, irrigation, and aerification.

(a) Proper timing, quantity, and nutrient content of fertilizer products can encourage the growth of the desired turf grass species while discouraging weed species. For example, cool season turf grass species shall benefit most with spring and fall applications of fertilizer. Mid-summer applications would encourage the growth of summer annual weeds.

(b) Established stands of perennial turf grass should be irrigated infrequently (in sufficient quantity to penetrate to a minimum soil depth of 6 inches), and then allowed to dry before being irrigated again. Water applied in frequent light quantities shall encourage the germination of weed seeds located near the soil surface and help them to become established.

(c) Core aerification can injure plants that are not actively growing, and can bring weed seeds to the surface where they shall germinate. Core aerification should never be done in spring. Aerification should not be done during high temperature stress periods, or

when common weeds are germinating. Applying a pre-emergent herbicide after aerification shall help keep weed seeds from germinating.

b. Mechanical Control: If the number of weeds is small, removal by hand is recommended. It may be necessary to use a broadleaf herbicide to control an infestation of unwanted weed species.

c. Chemical Control:

***NOTE:** See paragraph Application/Disposal Instructions in Section IV – Chemical Pesticides, for detailed information about application procedures and required notification of staff, visitors, and neighboring individuals. Consult the product label and Material Safety Data Sheet (MSDS) for handling, storage, and safety information.*

(1) *Herbicide Selection*: Current practice is to use pyridine-based herbicides (where practical and appropriate) to replace 2,4-D and other earlier products. Triclopyr and clopyralid - sold as Turflon, Confront, and Millennium, and under other trade names - are pyridine products available for use on turf grasses. These products work well on commonly grown cool season turf grasses. Warm season turf grass species tolerance to these herbicides varies and should be confirmed prior to use.

(2) *Herbicide Application Techniques*:

(a) Scattered small patches of broadleaf weeds should be selectively controlled and removed by spot treating the affected area(s). Small hand-held or backpack style sprayers can hold 2 to 4 gallons of spray solution. The spray solution should be delivered in a single pass over the target area so that the foliage of the weeds is uniformly wet.

(b) If the broadleaf weeds affect a large area, tractor or utility cart-mounted spray equipment should be used to apply the selective herbicide. **September 9, 2008 NCA HANDBOOK 3410 E-3**

(3) *Herbicide Application Timing*: Although selective broadleaf herbicides can be used anytime that the target weeds are growing and the turf grass is mature and actively growing, applications at certain times shall deliver the best results.

(a) Summer annual broadleaf weeds germinate during the spring, grow rapidly into early summer, flower and produce seed during the summer, and usually die as a result of the first killing frost in fall. If herbicide treatment is necessary for summer annual species, it should be completed well before the plants have a chance to produce seed. Common summer annual broadleaf weeds include pigweed, prostrate spurge, black medic, and yellow wood sorrel (this can be perennial in some areas).

(b) Winter annual broadleaf weeds germinate during late summer and early fall, grow rapidly through the fall, overwinter in a semi-dormant state, and resume active growth the following spring; then flower and produce seed and die during the warmer temperatures of summer. Treatment for winter species can be made during the late summer/fall growing period or in the following spring (prior to flowering and seed production). Common winter annual broadleaf weeds include chickweed, henbit, Virginia pepper weed, and corn speedwell.

(c) Perennial broadleaf weeds live two or more seasons and do not need to come back from seed each year. Treatment to control perennials should be made in early fall when plants are moving carbohydrates into their root systems as storage reserves for winter survival. The applied herbicides shall move into the root system and facilitate a complete kill of the target weed plant. Common examples of perennials broadleaf weeds include Canada thistle, wild carrot, ground ivy (creeping Charlie), white clover, wild violet, and dandelion.

3. PRE-EMERGENCE CONTROL OF CRABGRASS AND OTHER ANNUAL GRASS WEEDS

Crabgrass is the most common weed in established stands of cool season turf grass. Several other annual weed grasses are common across the country, including yellow and green foxtail, barnyard grass, goosegrass, and annual bluegrass (*Poa annua*). Annual bluegrass is a winter annual and germinates around Labor Day; all of the others are summer annuals and germinate during the spring.

a. **Herbicide Selection/Performance Factors**: There are commercially available herbicide products that shall effectively control the germinating seeds of crabgrass and other annual grass weeds. The best choice for each depends upon factors such as cost, formulations available, soil residual properties, turf grass species tolerance, effectiveness, and user handling and safety.

(1) In order to perform effectively, all pre-emergence herbicides: must be active in the soil in order to kill weed seeds as they germinate; must remain near the soil surface where the weed seeds germinate and not penetrate into the soil where they could affect the turf grass root mass; must remain effective during the primary germination period of the target weeds—but should not harm reseeding or overseeding operations; and must be tolerated by all commonly grown turf grass species. **NCA HANDBOOK 3410 September 9, 2008 E-4**

(2) Any pesticide product registered for general use under existing Federal and State guidelines has successfully cleared all environmental, ecological, and human safety test hurdles. All of the products listed below have been in use for some time and have been established as highly effective herbicides when properly used.

***NOTE:** Available products include benefin (trade name Balan), trifluralin+benefin (trade name Team and Team Pro), pendimethalin (trade name Pendulum and Pre-M), prodiamine (trade name Barricade), dithiopyr (trade name Dimension), and quinclorac (Trade name Drive). The first four products belong to the same chemical family – dinitroanilines – and clearly dominate this category of herbicide usage. Dithiopyr and quinclorac are not members of the dinitroaniline family.*

b. Application Timing:

(1) Herbicide application(s) should be made 1 to 2 weeks prior to weed germination, which depends upon soil temperature. Soil temperatures are slow to rise in the spring. If the soil has been more moist than usual the warming process shall be even slower, as water is a very poor conductor of heat.

(2) Several inexpensive soil thermometers should be placed at strategic locations around the property at a soil depth of 2 inches. When they record mid-afternoon temperatures of over 50 degrees Fahrenheit for 3 to 4 consecutive days, pre-emergent can be applied.

(3) If the herbicide is applied 4 to 6 weeks before germination, a significant percentage of the active ingredient shall be wasted, since the active ingredient begins to degrade as soon as it is applied. Application should not be delayed until after weed germination. *For example*, crabgrass begins to germinate in the spring after soil temperatures in the top 1 to 2 inches of soil have reached between 50 and 55 degrees Fahrenheit. The germination process shall not begin just because there have been a few unseasonably warm days in March or April. Although all of the herbicides mentioned in the NOTE above shall control a young one- to two-leaf stage crabgrass plant, only quinclorac can control relatively mature crabgrass plants.

c. Formulation Options: All of the herbicide products discussed in the NOTE above is commercially available from numerous sources and in several different formulations. They can be purchased in sprayable formulations, true liquids, wettable powders, flowables, or dry flowables blended with fertilizers.

(1) Uniform application to the target area is essential. Most users shall find that a granular product or fertilizer combination that includes the selected herbicide is easier to apply. Using fertilizer spreading equipment is generally more efficient and accurate than spraying.

(2) In most cases a single, properly timed herbicide application shall control over 90% of the annual weed grass seeds that germinate during a normal spring season. ***NOTE:** For areas with consistent crabgrass problems, two sequential crabgrass control applications are recommended to ensure complete full season control.*

ATTACHMENT 6

PAST PERFORMANCE QUESTIONNAIRE

INSTRUCTIONS: Offerors must identify previous federal, state, and local government and private contracts that they have completed and that are similar to the contract being evaluated. (List at least three (3) no more than five (5) contracts for evaluation)
(One contract reference per form, Form may be duplicated)

NOTE: If you have performed any National Cemetery Administration contracts list them first.

Contract Number: _____

Contractor (Name, Address, Zip Code & Telephone# & email address):

Type of Contract: _____

Contract Dollar Value: _____

Date of Award: _____

(If not completed, provide status):

Type/Extent of Subcontracting:

Complexity of Product/Service:

Percentage of Work completed by your company:

Description of supply/Service(s) provided, location & relevancy of work:

Address, Telephone Number& E-mail of the Contract Person & their position:

List any company employees who had experience on above jobs planned to be involved on this contract and list the extent of their involvement.

ATTACHMENT 7

LIST OF REFERENCES AND PAST PERFORMANCE QUESTIONNAIRE

NOTE: The list of references must be completed by the contractor/offeor and submitted with their proposal.

Past performance questionnaires must be completed by clients of the contractor and returned electronically to the Contracting Officer prior to the date and time specified for RFP closing.

EXPERIENCE – LIST OF REFERENCES for at least 3 projects similar in size, scope and complexity as the solicitation effort:

Project #1: Contract Title & Number: _____

Installation _____/Address: _____

Dollar Amount: \$ _____

Point of Contact: _____

POC Title: _____ Phone: _____

E-mail: _____

Project #2: Contract Title & Number: _____

Installation _____/Address: _____

Dollar Amount: \$ _____

Point of Contact: _____

POC Title: _____ Phone: _____

E-mail: _____

Project #3: Contract Title & Number: _____

Installation _____/Address: _____

Dollar Amount: \$ _____

Point of Contact: _____

POC Title: _____ Phone: _____

E-mail: _____

DEPARTMENT OF VETERANS AFFAIRS PAST PERFORMANCE QUESTIONNAIRE
RFP VA786-13-R-0297

Please email the completed Questionnaire to: derek.reed@va.gov before RFP Closing.

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

2. Work Performed as: () Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed: _____

If subcontractor, who was the prime (Name/Phone #): _____

4. Project Description:

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm____/dd____/yy____):

8. Client's Signature:

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT

YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. CONTRACT DELIVERY/COMPLETION SCHEDULE						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/OPERATIONAL/TECHNICAL						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
5. COST/PRICE/VALUE						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and	E	VG	S	M	U	N

accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes No
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U N
b) Compliance with contractual terms/provisions (explain if specific issues)	E VG S M U N
c) Would you hire or work with this firm again? (If no, please explain below)	Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

ATTACHMENT 8

WAGE DETERMINATION NO.

WD 05-2521 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski		Wage Determination No.: 2005-2521
Director		Revision No.: 14
Division of		Date Of Revision: 06/19/2013
Wage Determinations		

State: Texas

Area: Texas Counties of Atascosa, Bandera, Bexar, Comal, De Witt, Edwards, Gillespie, Gonzales, Guadalupe, Karnes, Kendall, Kerr, Kinney, McMullen, Medina, Real, Uvalde, Val Verde, Wilson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.82
01012 - Accounting Clerk II		15.51
01013 - Accounting Clerk III		17.35
01020 - Administrative Assistant		21.96
01040 - Court Reporter		22.14
01051 - Data Entry Operator I		11.59
01052 - Data Entry Operator II		12.65
01060 - Dispatcher, Motor Vehicle		16.11
01070 - Document Preparation Clerk		13.27
01090 - Duplicating Machine Operator		13.27
01111 - General Clerk I		11.26
01112 - General Clerk II		13.21
01113 - General Clerk III		15.45
01120 - Housing Referral Assistant		19.91
01141 - Messenger Courier		11.03
01191 - Order Clerk I		12.49
01192 - Order Clerk II		13.63
01261 - Personnel Assistant (Employment) I		17.04
01262 - Personnel Assistant (Employment) II		19.23
01263 - Personnel Assistant (Employment) III		21.26
01270 - Production Control Clerk		18.59
01280 - Receptionist		11.89
01290 - Rental Clerk		14.90
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.86
01313 - Secretary III		19.91
01320 - Service Order Dispatcher		14.26
01410 - Supply Technician		21.96
01420 - Survey Worker		16.65
01531 - Travel Clerk I		12.19
01532 - Travel Clerk II		12.94
01533 - Travel Clerk III		13.60

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01611 - Word Processor I	13.33
01612 - Word Processor II	14.96
01613 - Word Processor III	16.73
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.41
05010 - Automotive Electrician	17.75
05040 - Automotive Glass Installer	16.77
05070 - Automotive Worker	16.77
05110 - Mobile Equipment Servicer	14.96
05130 - Motor Equipment Metal Mechanic	18.68
05160 - Motor Equipment Metal Worker	16.77
05190 - Motor Vehicle Mechanic	18.41
05220 - Motor Vehicle Mechanic Helper	14.17
05250 - Motor Vehicle Upholstery Worker	15.83
05280 - Motor Vehicle Wrecker	16.77
05310 - Painter, Automotive	17.75
05340 - Radiator Repair Specialist	16.77
05370 - Tire Repairer	11.12
05400 - Transmission Repair Specialist	18.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.53
07041 - Cook I	9.42
07042 - Cook II	11.33
07070 - Dishwasher	7.76
07130 - Food Service Worker	8.51
07210 - Meat Cutter	12.63
07260 - Waiter/Waitress	7.94
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.03
09040 - Furniture Handler	10.46
09080 - Furniture Refinisher	15.03
09090 - Furniture Refinisher Helper	12.00
09110 - Furniture Repairer, Minor	13.42
09130 - Upholsterer	15.03
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.02
11060 - Elevator Operator	9.02
11090 - Gardener	13.57
11122 - Housekeeping Aide	10.53
11150 - Janitor	10.53
11210 - Laborer, Grounds Maintenance	11.41
11240 - Maid or Houseman	8.80
11260 - Pruner	10.36
11270 - Tractor Operator	12.91
11330 - Trail Maintenance Worker	11.41
11360 - Window Cleaner	11.60
12000 - Health Occupations	
12010 - Ambulance Driver	14.40
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	28.34
12015 - Certified Physical Therapist Assistant	26.24
12020 - Dental Assistant	14.50
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.56
12035 - Electroneurodiagnostic Technologist	23.56
12040 - Emergency Medical Technician	14.40
12071 - Licensed Practical Nurse I	15.73
12072 - Licensed Practical Nurse II	17.60
12073 - Licensed Practical Nurse III	19.62
12100 - Medical Assistant	13.01

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12130 - Medical Laboratory Technician	16.80
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	14.86
12195 - Medical Transcriptionist	13.76
12210 - Nuclear Medicine Technologist	29.68
12221 - Nursing Assistant I	10.42
12222 - Nursing Assistant II	11.71
12223 - Nursing Assistant III	12.78
12224 - Nursing Assistant IV	14.35
12235 - Optical Dispenser	14.94
12236 - Optical Technician	15.20
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	14.35
12305 - Radiologic Technologist	24.06
12311 - Registered Nurse I	24.40
12312 - Registered Nurse II	29.85
12313 - Registered Nurse II, Specialist	29.85
12314 - Registered Nurse III	36.11
12315 - Registered Nurse III, Anesthetist	36.11
12316 - Registered Nurse IV	43.28
12317 - Scheduler (Drug and Alcohol Testing)	18.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.12
13012 - Exhibits Specialist II	22.45
13013 - Exhibits Specialist III	27.46
13041 - Illustrator I	18.68
13042 - Illustrator II	23.15
13043 - Illustrator III	26.62
13047 - Librarian	25.63
13050 - Library Aide/Clerk	11.03
13054 - Library Information Technology Systems Administrator	23.15
13058 - Library Technician	14.44
13061 - Media Specialist I	15.87
13062 - Media Specialist II	17.79
13063 - Media Specialist III	19.84
13071 - Photographer I	14.29
13072 - Photographer II	16.15
13073 - Photographer III	18.92
13074 - Photographer IV	21.54
13075 - Photographer V	26.14
13110 - Video Teleconference Technician	16.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.51
14042 - Computer Operator II	17.35
14043 - Computer Operator III	19.35
14044 - Computer Operator IV	21.50
14045 - Computer Operator V	23.80
14071 - Computer Programmer I	(see 1) 22.29
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.51
14160 - Personal Computer Support Technician	21.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.31
15020 - Aircrew Training Devices Instructor (Rated)	31.51

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15030 - Air Crew Training Devices Instructor (Pilot)	37.76
15050 - Computer Based Training Specialist / Instructor	26.31
15060 - Educational Technologist	26.86
15070 - Flight Instructor (Pilot)	37.76
15080 - Graphic Artist	22.57
15090 - Technical Instructor	18.93
15095 - Technical Instructor/Course Developer	23.16
15110 - Test Proctor	15.28
15120 - Tutor	15.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.64
16030 - Counter Attendant	8.64
16040 - Dry Cleaner	10.50
16070 - Finisher, Flatwork, Machine	8.64
16090 - Presser, Hand	8.64
16110 - Presser, Machine, Drycleaning	8.64
16130 - Presser, Machine, Shirts	8.64
16160 - Presser, Machine, Wearing Apparel, Laundry	8.64
16190 - Sewing Machine Operator	11.08
16220 - Tailor	11.63
16250 - Washer, Machine	9.37
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.35
19040 - Tool And Die Maker	19.26
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.22
21030 - Material Coordinator	18.59
21040 - Material Expediter	18.59
21050 - Material Handling Laborer	10.58
21071 - Order Filler	11.28
21080 - Production Line Worker (Food Processing)	12.22
21110 - Shipping Packer	12.67
21130 - Shipping/Receiving Clerk	12.67
21140 - Store Worker I	10.23
21150 - Stock Clerk	13.18
21210 - Tools And Parts Attendant	12.22
21410 - Warehouse Specialist	12.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.73
23021 - Aircraft Mechanic I	19.59
23022 - Aircraft Mechanic II	20.73
23023 - Aircraft Mechanic III	21.85
23040 - Aircraft Mechanic Helper	13.74
23050 - Aircraft, Painter	17.58
23060 - Aircraft Servicer	15.39
23080 - Aircraft Worker	16.41
23110 - Appliance Mechanic	17.25
23120 - Bicycle Repairer	11.12
23125 - Cable Splicer	19.50
23130 - Carpenter, Maintenance	16.16
23140 - Carpet Layer	15.04
23160 - Electrician, Maintenance	19.55
23181 - Electronics Technician Maintenance I	22.30
23182 - Electronics Technician Maintenance II	23.80
23183 - Electronics Technician Maintenance III	25.32
23260 - Fabric Worker	14.33
23290 - Fire Alarm System Mechanic	17.71
23310 - Fire Extinguisher Repairer	13.77
23311 - Fuel Distribution System Mechanic	17.42
23312 - Fuel Distribution System Operator	14.33

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23370 - General Maintenance Worker	15.37
23380 - Ground Support Equipment Mechanic	19.59
23381 - Ground Support Equipment Servicer	15.10
23382 - Ground Support Equipment Worker	16.10
23391 - Gunsmith I	14.33
23392 - Gunsmith II	15.37
23393 - Gunsmith III	17.42
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.42
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.44
23430 - Heavy Equipment Mechanic	17.55
23440 - Heavy Equipment Operator	17.42
23460 - Instrument Mechanic	20.11
23465 - Laboratory/Shelter Mechanic	16.41
23470 - Laborer	10.03
23510 - Locksmith	15.48
23530 - Machinery Maintenance Mechanic	17.57
23550 - Machinist, Maintenance	17.42
23580 - Maintenance Trades Helper	12.21
23591 - Metrology Technician I	20.11
23592 - Metrology Technician II	21.29
23593 - Metrology Technician III	22.45
23640 - Millwright	19.02
23710 - Office Appliance Repairer	16.68
23760 - Painter, Maintenance	16.16
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.21
23820 - Pneudraulic Systems Mechanic	17.42
23850 - Rigger	17.42
23870 - Scale Mechanic	15.13
23890 - Sheet-Metal Worker, Maintenance	17.78
23910 - Small Engine Mechanic	15.37
23931 - Telecommunications Mechanic I	21.97
23932 - Telecommunications Mechanic II	23.21
23950 - Telephone Lineman	20.66
23960 - Welder, Combination, Maintenance	17.15
23965 - Well Driller	17.15
23970 - Woodcraft Worker	17.42
23980 - Woodworker	13.16
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.45
24580 - Child Care Center Clerk	12.07
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	10.76
24630 - Homemaker	13.69
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.19
25040 - Sewage Plant Operator	16.47
25070 - Stationary Engineer	18.19
25190 - Ventilation Equipment Tender	12.13
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.89
27007 - Baggage Inspector	11.24
27008 - Corrections Officer	21.15
27010 - Court Security Officer	21.15
27030 - Detection Dog Handler	14.37
27040 - Detention Officer	21.15

Solicitation Number VA786-13-R-0297

27070 - Firefighter	22.59
27101 - Guard I	11.24
27102 - Guard II	14.20
27131 - Police Officer I	23.14
27132 - Police Officer II	25.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.89
28042 - Carnival Equipment Repairer	10.39
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	12.51
28310 - Lifeguard	11.05
28350 - Park Attendant (Aide)	13.88
28510 - Recreation Aide/Health Facility Attendant	10.13
28515 - Recreation Specialist	14.76
28630 - Sports Official	11.05
28690 - Swimming Pool Operator	13.35
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.90
29020 - Hatch Tender	18.90
29030 - Line Handler	18.90
29041 - Stevedore I	17.63
29042 - Stevedore II	20.19
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.47
30022 - Archeological Technician II	17.18
30023 - Archeological Technician III	23.40
30030 - Cartographic Technician	23.74
30040 - Civil Engineering Technician	20.21
30061 - Drafter/CAD Operator I	17.13
30062 - Drafter/CAD Operator II	19.16
30063 - Drafter/CAD Operator III	21.37
30064 - Drafter/CAD Operator IV	26.29
30081 - Engineering Technician I	15.91
30082 - Engineering Technician II	17.86
30083 - Engineering Technician III	19.98
30084 - Engineering Technician IV	24.75
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	36.63
30090 - Environmental Technician	19.43
30210 - Laboratory Technician	19.16
30240 - Mathematical Technician	23.74
30361 - Paralegal/Legal Assistant I	16.70
30362 - Paralegal/Legal Assistant II	21.82
30363 - Paralegal/Legal Assistant III	26.68
30364 - Paralegal/Legal Assistant IV	32.25
30390 - Photo-Optics Technician	23.74
30461 - Technical Writer I	24.59
30462 - Technical Writer II	30.08
30463 - Technical Writer III	34.17
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.37
30621 - Weather Observer, Senior	(see 2) 23.74

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31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.95
31030 - Bus Driver	16.78
31043 - Driver Courier	13.17
31260 - Parking and Lot Attendant	9.64
31290 - Shuttle Bus Driver	14.18
31310 - Taxi Driver	11.35
31361 - Truckdriver, Light	14.18
31362 - Truckdriver, Medium	15.07
31363 - Truckdriver, Heavy	16.69
31364 - Truckdriver, Tractor-Trailer	16.69
99000 - Miscellaneous Occupations	
99030 - Cashier	9.41
99050 - Desk Clerk	9.68
99095 - Embalmer	18.80
99251 - Laboratory Animal Caretaker I	10.07
99252 - Laboratory Animal Caretaker II	10.84
99310 - Mortician	22.43
99410 - Pest Controller	15.42
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.34
99711 - Recycling Specialist	14.83
99730 - Refuse Collector	12.11
99810 - Sales Clerk	10.86
99820 - School Crossing Guard	10.97
99830 - Survey Party Chief	18.41
99831 - Surveying Aide	12.83
99832 - Surveying Technician	15.33
99840 - Vending Machine Attendant	11.39
99841 - Vending Machine Repairer	14.08
99842 - Vending Machine Repairer Helper	11.39

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because

most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each

proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.